

The bargaining unit shall be provided suitable space on bulletin boards at each work location for posting notices concerning official bargaining unit business.

Section 2.3 Advance Notice

Except in cases of emergency as provided below in this subsection, the bargaining unit, if affected, shall be given reasonable advanced written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to meet and confer with the appropriate management representatives prior to adoption.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the City may adopt or put into practice immediately such measures as are required. At the earliest practicable date thereafter, bargaining unit shall be provided with the notice described in the preceding paragraph and be given the opportunity to meet and confer with the appropriate management representatives.

Section 3. City Rights

(a) The City shall retain the full rights of management and the direction of its business and operations, except as expressly limited and set forth in writing in this MOU. Wherein a subject matter is covered by the MOU, the City will act in accordance with those sections.

(b) Nothing herein shall be construed to require the City to meet and confer on matters which are solely the function of management and which are not otherwise provided in this Memorandum of Understanding. The rights of the City through its Council and management include, but are not limited to, the following:

(1) To exclusively determine the mission of its constituent departments, commissions, and boards;

(2) To set standards of service for the various City departments;

(3) To determine the procedures and standards of selection for promotion and employment;

(4) To establish grooming standards;

(5) To lay off its employees from duty because of lack of work ~~and~~ or other legitimate reasons;

(6) To maintain the efficiency of governmental operations;

(7) To determine the methods, means, and personnel by which governmental operations are to be conducted;

(8) To determine the content and intent of job classifications;

(9) To determine the methods of financing of departmental operations;

(10) To determine the style and/or types of City-issued wearing apparel, equipment, or terminology to be used;

(11) To determine and/or change the facilities, methods, technology, means, organizational structure, and size and composition of the work force, and allocate and assign work by which City operations are to be conducted;

(12) To determine and change the locations and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or subcontract any work or operations of the City;

(13) To assign work to and schedule employees in accordance with requirements determined by the City, and to establish work schedules and assignments upon reasonable notice;

(14) To establish and modify productivity and performance standards for employees, and to require compliance therewith;

(15) To discharge, suspend, demote, reprimand, lower salary to a lower step, withhold salary increases, or otherwise discipline employees for cause;

(16) To take all necessary actions to carry out its mission in emergencies.

(c) Prior to modification of the following subjects, the City shall meet and confer with the Union:

(1) Minimum qualifications for classifications represented by the Union;

(2) The content and intent of job classifications for such employees; provided, however, that it is understood that job descriptions used to describe the various duties of a classification do not preclude employees from being assigned to work not listed as a specific duty of that classification;

(3) Licenses and certificates required for such classifications of employees;

- (4) Degrees of training required for such employees;
- (5) Grooming standards applicable to such employees;
- (6) Productivity and performance standards of such employees;
- (7) Styles and types of wearing apparel to be used on duty;
- (8) Size and composition of the work force within the bargaining unit;
- (9) Contracting or subcontracting of operations currently being performed by employees within the bargaining unit.

The obligation of the City to meet and confer regarding the foregoing subjects shall not be construed to require that the City and the Union reach agreement prior to the implementation of the types of modifications described in this subsection.

(d) Nothing in this section shall be construed to excuse the City from the obligation to meet and confer with the Union regarding any subject or matter not set forth in this section where required to do so by statute.

(e) Neither the Union nor any employee within the bargaining unit shall contest through the grievance procedure the authority of the City under state or federal law to exercise the rights enumerated in subsection (b). Except as provided therein, the Union may use the courts to contest the exercise of such authority.

It is a major purpose of this section to maximize the flexibility of the City to conduct its day-to-day operations.

Section 4. No Discrimination

There shall be no discrimination by either the bargaining unit or City on any basis prohibited by state or federal law or City policy.

Section 5. Employee Access to Representation and Records

Section 5.1 Union Representative

The Union shall be entitled to a reasonable number of representatives who shall restrict their activities to the handling of grievances and shall be allowed a reasonable amount of time for this purpose. The Union shall notify the City Manager in writing of the names of the representatives.